

Memorandum

MIAMI-DADE
COUNTY

Date: May 15, 2007

B&F

Agenda Item No. 3(G)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Award of Contract No. Q98: Homeland Security Consulting Services

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the award of the referenced contract to procure homeland security consulting services for General Services Administration (GSA) to Tetra Tech Inc.

CONTRACT NO: Q98

CONTRACT TITLE: Homeland Security Consulting Services

DESCRIPTION:

To obtain homeland security consulting services, on an as needed basis, via work orders. The consultant shall utilize a systems engineering approach and appropriate risk assessment and protection methodologies for critical infrastructure (e.g., Homeland Security Comprehensive Assessment Model (HLS-CAM) and Crime Prevention Through Environmental Design (CPTED)). The work performed and processes utilized shall comply with requirements established by Miami-Dade County's local mitigation strategy, pertinent federal, state and local statutes and regulations, Department of Homeland Security (DHS) requirements, and the National Incident Management System (NIMS). The consultant shall use selected methodologies to perform a variety of projects including, but not limited to, identifying security vulnerabilities, conducting threat and consequence analyses, developing security protection options based upon the results of those analyses, recommending plans for improvement, and assisting in the implementation of those plans. At the outset, it is anticipated that the consultant will provide consulting services for the Integrated Command Facility Project and for risk assessments of critical County assets and systems (building, technology, and infrastructure). The Contractor, its subcontractors, and assigned staff, will enter into standard confidentiality agreements for this project which meet the County's requirements, as applicable.

PROJECT MANAGER: Daniel Payne, General Services Administration

APPROVAL TO ADVERTISE: January 26, 2007

TERM: Three years with three (3) one-year options to renew.

CONTRACT AMOUNT: Not to exceed \$15 million for the initial three year term

FUNDING SOURCE: General Fund

METHOD OF AWARD: An open, competitive Request for Qualifications (RFQ) process was used with award being recommended to the highest ranked proposer.

VENDORS RECOMMENDED FOR AWARD: Tetra Tech, Inc. (Local vendor)
1180 SW 36th Avenue, Suite 203
Pompano Beach, Florida 33069
Principle: Dan L. Batrack

VENDORS NOT RECOMMENDED FOR AWARD: The following vendors were ranked lower than the recommended vendor:

URS Corporation Southern (Local vendor)
7650 Corporate Center Drive, Suite 401
Miami, Florida 33126

Security Solutions International, LLC (Local vendor)
14005 SW 127th Street, Building 120
Miami, Florida 33186

Kherubim (Non-local vendor)
825 College Boulevard, Suite 102
Oceanside, California 92057

Science Applications International Corp. (Non-local vendor)
8301 Greensboro Drive M/S E-12-7
McLean, Virginia 22012

TranSystems Corp. (Local vendor)
3610 Park Central Boulevard, North
Pompano Beach, Florida 33064

USProtect, Inc. (Non-local vendor)
801 Roeder Road, Suite 1000
Silver Spring, Maryland 20910

SIM-G Technologies, LLC (Local vendor)
6157 NW 167th Street, Suite F8
Miami, Florida 33015

USING/MANAGING AGENCY: General Services Administration

CONTRACT MEASURES: The Review Committee of January 10, 2007, recommended a Small Business Enterprise (SBE) selection factor for this contract.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The contract includes the 2% User Access Program provision. The program discount will be collected.

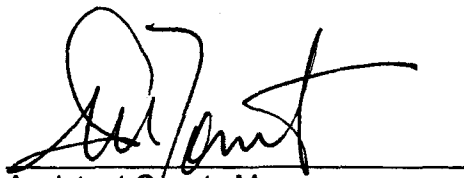
LOCAL PREFERENCE: Applied in accordance with applicable ordinances, but did not affect the outcome.

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

BACKGROUND

GSA is developing a Security, Survivability, and Interoperability Master Plan (SSIMP) that will provide an operational and policies framework to ensure that pending and future County capital improvement projects are planned, designed and implemented with a consistent set of security, survivability and interoperability principles. Once completed, the SSIMP will (1) provide a narrative and graphical record of current County capabilities and conditions (natural features, buildings, structures, utilities, transportation systems, and other improvements), and (2) identify and quantify the proposed capabilities necessary to ensure that security, survivability, and interoperability requirements are achieved.

In mid-November 2006, GSA coordinated a weeklong workshop in an effort to identify the scope of work required to develop a SSIMP that would effectively guide the County's efforts to strengthen its critical systems and facilities so as to survive an attack, disaster or criminal act and continue to effectively function following the event. That planning effort identified a substantial need to (1) further protect or "harden" critical buildings and infrastructure, and (2) link critical systems (life safety, building management, evacuation, communication, and security) to ensure effective communication and information sharing among public safety and government agencies during and immediately following an emergency. This contract will provide for the consulting services necessary to develop and implement the objectives of the SSIMP.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

05-08-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH TETRA TECH, INC. TO OBTAIN HOMELAND SECURITY CONSULTING SERVICES, AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN
CONTRACT NO. Q98

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Tetra Tech, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. *[Signature]*

**REQUEST FOR QUALIFICATIONS
FOR
HOMELAND SECURITY CONSULTING SERVICES
RFQ No. 98**

PRE-PROPOSAL CONFERENCE TO BE HELD ON
February 5, 2007 at 2:00 p.m. (local time)
at
111 NW 1st Street, 13th Floor, Conf. Rm. A
Miami, Florida

ISSUING DEPARTMENT:
DEPARTMENT OF PROCUREMENT MANAGEMENT
for
General Services Administration

Contracting Officer: Albert Safille
Telephone: (305) 375-3507
E-mail: asafill@miamidade.gov

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN
February 9, 2007 at 2:00 p.m. (local time)
at
CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17th FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT
DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT
WEBSITE: <http://www.miamidade.gov/dprn>

REV. 1/29/07

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DEFINITIONS

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word "Department" to mean General Services Administration.
- d) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word "Solicitation" to mean this Request For Qualification (RFQ) document, and all associated addenda and attachments.
- g) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- h) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects.

assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

SECTION 1.0 - OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration (GSA), is soliciting proposals for homeland security consulting and related services. The selected Proposer shall apply Crime Prevention Through Environmental Design (CPTED) principles and the systems engineering approach to perform assigned projects. The selected Proposer shall use these methodologies to perform a variety of projects including, but not limited to identifying security vulnerabilities, conducting threat and consequence analyses, developing security protection options based on vulnerabilities exposed and the results of those analyses, recommending plans for improvement, and assisting in the implementation of those plans.

The County anticipates awarding a contract for a three (3) year period, with three (3) one-year options to renew, at the County's sole discretion. The selected Proposer shall provide homeland security consulting and related services through Work Orders issued by the County which will define the scope of services, deliverables, pricing, payment terms, etc. for each particular project. All work to be performed under any contract as a result of this RFQ, requires a Work Order issued by the County.

1.2 TIMETABLE

The anticipated schedule is as follows:

RFQ available for distribution:	January 29, 2007
Pre-Proposal Conference:	February 5, 2007 at 2:00 p.m. (local time) (See front page for location.)
Deadline for receipt of questions:	February 7, 2007
Deadline for receipt of proposals:	February 9, 2007 at 2:00 p.m. (local time) (See Section 1.4 for location.)
Evaluation/Selection process:	February 2007
Projected award date:	March 20, 2007
Projected contract start date:	April 2007

1.3 SOLICITATION AVAILABILITY

The solicitation package is available at no cost on-line at www.miamidade.gov/dpm or through Department of Procurement Management - Vendor Assistance Unit, 111 NW 1st Street, Suite 1300, Miami, FL 33128-1974 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or the Vendor Assistance Unit risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks (**see Section 1.8**).

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10 bound copies (a total of 11)** of the complete proposal, including both the technical and price proposals must be received by **the deadline for receipt of proposal specified in the Timetable (see Section 1.2)**. The original, all copies, must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, RFQ number and title, and Proposal Due Date to:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address only between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. However, note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Both the Technical Proposal and the Price Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

1.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time and place specified in the Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

If you need a sign language interpreter or materials in accessible format for this event please call the DPM ADA Coordinator at (305) 375-1564 at least five days in advance.

1.6 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any correspondence concerning the particular RFP, RFQ or bid with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.

The Contracting Officer for this Solicitation is:

Name and Title: Alberto Saffile, Procurement Contracting Officer
Name of Agency: Department of Procurement Management
Address: 111 NW 1 Street, Suite 1300
Telephone: (305) 375-3507
Fax: (305) 375-1083
E-mail Address: asaffill@miamidade.gov

1.7 CONTRACT MEASURES

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows.

Selection Factor:

A selection factor applies to this Solicitation.

A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Business Development at (305) 375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

1.8 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this Solicitation, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the Timetable (**see Section 1.2**). The request must contain the RFQ number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any written addendum to this Solicitation. Where there appears to be conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management's Vendor Assistance Unit or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular Solicitation. Such Proposers are solely responsible for those risks.

1.9 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit is required for this Solicitation.

1.10 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The County will only consider the latest version of the proposal.

1.11 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.12 LATE PROPOSALS AND LATE MODIFICATIONS

Please be advised that the County, in exercise of its discretion, may not accept bids and or proposals received after the scheduled time and date noted in this Solicitation. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Modifications received after the Proposal Due Date are also late and will not be considered.

1.13 SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, accept any and all, or parts of any and all proposals; reject any and all, or parts of any and all proposals; re-advertise this Solicitation; postpone or cancel, at any time, this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this Solicitation.

1.14 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract executed by County.

1.15 BUSINESS ENTITY REGISTRATION

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to the next ranked proposer. The recommended Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.

7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this Solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at (305) 579-2593.

1.16 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

1.17 PROPOSER REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on this Affidavit provided by the County. The Affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised Affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

NOTE: Other than for the Oral Presentations, Proposers who wish to address the County Commission, a

County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this Solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County must register with the Clerk of the Board and pay all applicable fees.

1.18 EXCEPTION TO THE SOLICITATION

Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this Solicitation. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law".

The Proposer shall not submit any information in response to this Solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.20 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 RIGHTS OF PROTEST

- A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended and as established in Administrative Order No. 3-21.

- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, faxed or emailed) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

1.22 LOCAL PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Proposer which meets all of the following:

1. a business that has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from

which the vendor operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

If, following the completion of final rankings, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking obtained by the highest ranked proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2007. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Solicitation. A responsive proposal is one which follows the requirements of the Solicitation, includes all documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.25 CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/Vendor Assistance Unit at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.27 INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this Solicitation, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Solicitation or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this Solicitation be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this Solicitation or any contract issued as a result of this Solicitation. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this Solicitation shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is

assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

1.28 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer requirements; and

- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

1.31 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.32 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

1.33 CODE OF BUSINESS ETHICS

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the

contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.34 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.35 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.36 COUNTY USER ACCESS PROGRAM (UAP)

A. User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

B. Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

1.37 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126**.

1.38 CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX:

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works/Office of Citizens' Independent Transportation Trust (OCITT) as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works/OCITT shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works/OCITT purchases unless and until **both** the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); **and**, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works/OCITT in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Works/OCITT inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.39 CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the selected Proposer(s) in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the selected Proposer(s), upon approval by the Board of County Commissioners.

1.40 LOBBYIST CONTINGENCY FEES

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.41 COMMISSION AUDITOR ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this Solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

1.42 SPECIAL SECURITY REQUIREMENTS AT WASD, SEAPORT, MIA & TRANSIT

Miami-Dade County operates under strict security regulations for the Water and Sewer Department (WASD), Seaport Department, Miami International Airport, and Transit Department. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas frequently. Specifically for WASD, these ID cards are required for access and are issued by the WASD at the current cost of \$20.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at WASD restricted areas. For more information concerning WASD ID cards, contact the Human Resources Section of WASD at (786) 552 8669.

The Seaport Department also regulates the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department at the current cost of \$60.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration (GSA), is soliciting proposals for homeland security consulting and related services. GSA is developing a Security, Survivability, Interoperability Master Plan (SSIMP) that will establish the detailed policies and guidelines needed to ensure that capital improvement projects for both existing and future systems and facilities are planned, designed and implemented with a consistent set of security, survivability and interoperability goals and principles. Once completed, the SSIMP will provide a narrative and graphical record of current capabilities and conditions (natural features, buildings, structures, utilities, transportation systems, and other improvements), as well as the proposed conceptual capabilities necessary to ensure that security, survivability and interoperability requirements are achieved in the future. The contract resulting from this RFQ, is intended to provide the County with the critical expertise and capacity needed to complete and assist with the implementation of the SSIMP on a phased basis (by work order), as well as perform other security consulting assignments as required during the term.

GSA recently contracted for, and completed, a weeklong workshop in an effort to identify the scope of work required to develop a master plan (SSIMP) that would effectively guide the County's efforts to strengthen the County's critical systems. Not only should such systems (and facilities) survive the initial attack or disaster, but they must continue to function in the hours and days following the event. Security solutions should also be cost effective, as recommendations will be approved and implemented on the basis of priority and available funding. Technology solutions that can create future cost avoidance savings (e.g., manned security) are encouraged, wherever practical and effective. The information gathered from the workshop and subsequent discussions was used by the County to develop a detailed "Scope Definition" for the SSIMP, including the scope, boundaries and information to be evaluated, timeframe or planning horizon, and the individual tasks to be performed during the SSIMP development. The selected Proposer will be provided with this report (Scope Definition: Phase I of the SSIMP) upon issuance of the applicable work orders and completion of required security protocols and confidentiality agreements. The selected Proposer will also have access to other security assessments performed by or for the County. In particular, the County recently contracted for and received the completion of over 100 Homeland Security Comprehensive Assessment Model (HLSCAM) assessments of critical infrastructure facilities throughout the County.

Phase II of the SSIMP process requires that the selected Proposer apply Crime Prevention Through Environmental Design (CPTED) principles and a systems engineering approach to perform assigned projects. Work and process shall also comply with requirements established by Miami-Dade County's local mitigation strategy, pertinent Florida Statutes and regulations, Department of Homeland Security (DHS) requirements, and the National Incident Management System (NIMS). The selected Proposer shall apply these methodologies and requirements in performing a variety of project types including, but not limited to, identifying security vulnerabilities, conducting threat and consequence analyses, developing security protection options based on vulnerabilities exposed and the results of those analyses, recommending plans for improvement, and assisting in the implementation of those plans. The selected Proposer shall provide solutions designed to minimize the greatest number of security threats at the lowest possible cost.

The County anticipates, but does not guarantee, that the selected Proposer will, at a minimum; provide consulting services for selected portions of Phase II of the SSIMP process, which includes (1) the Integrated

Command Facility (ICF) project; and (2) SSIMP development for the County's critical assets (excluding the ICF), including risk and vulnerability assessments of the building and infrastructure; and conversion design. (master planning, design development and cost projection).

The selected Proposer shall provide the services required for each assigned project either by "in-house" staff or through a "subcontractor" arrangement. The scope of services under this RFQ does not include the preparation of construction documents or the performance of construction work. For projects that subsequently require construction documents or actual construction, the selected Proposer may be required to assist the County's selected Architectural/Engineering (A&E) team (which may be internal staff, an outside firm, or a combination thereof) with the security consulting aspects of the project, including any work necessary to ensure the subsequent plans and construction work are implemented consistent with SSIMP recommendations, as may be modified by the County.

2.2 PREFERRED EXPERIENCE AND SECURITY CLEARANCE REQUIREMENTS

- A. The selected Proposer, its key staff assigned to this project, and its subcontractors and their key staff assigned to this project should each have comprehensive experience performing related homeland security consulting projects for entities, at a minimum, comparable in complexity as the County (e.g., population, logistical operations, department coordination, etc.). Related projects should include, but are not limited to, security and survivability interoperability plans, assessment of emergency functions, and security assessment and design of homeland security operational command centers.
- B. The selected Proposer, its staff assigned to this project, and its subcontractors and their staff (as may be applicable) assigned to this project must pass the security clearance requirements of the County for the type of project (which may include a comprehensive security background check) at the selected Proposer's expense.
- C. The selected Proposer (prior to contract award) and its subcontractors (and assigned staff as may be applicable) will be required to enter into standard confidentiality agreements which meet the requirements of the County, as applicable.

2.3 REQUIREMENTS AND SERVICES TO BE PROVIDED

The selected Proposer shall provide homeland security consulting and related services for a variety of projects administered by the County and shall assign a project manager to coordinate with and report project progress to the County as needed, which may be on a daily basis. Projects or project elements may include, but are not limited to, providing consulting services and/or assisting the County in the following areas:

A. Integrated Command Facility

The County anticipates that the initial priority project to be assigned will be the conversion of a large (in excess of 200,000 square feet), previously-identified existing County facility to its planned designated use as a multi-agency Integrated Command Facility (ICF) for Miami-Dade County. The scope of this project will necessitate the provision of a variety of services and project elements that are specified in subsequent paragraphs within this section. At minimum, it is expected that the selected Proposer shall:

- conduct risk and vulnerability assessments on the buildings and infrastructure at the site;
- develop drawings, specifications and if practical, 3-D renderings or video, showing the conceptual layout of the interior space, the functional relationships of the various operational entities proposed for

inclusion in the ICF, and those spaces allocated to essential building elements, and;

- develop an operational site and building conversion plan, which will include the schematic design, cost and scheduling for ultimately converting the facility to its new mission.

The criticality and strategic value of this facility indicates that a thorough assessment(s) will be required of the selected Proposer to determine the building's capacity to support the ICF mission. These assessments will be performed to determine the building's environmental survivability, its survivability to manmade and technological hazards, the survivability of the building's shell and core systems, and the survivability of the communications and data systems.

Such work is expected to identify and consider existing / as-built conditions; develop programming recommendations to support immediate (1 to 10 years) and future (10 to 25 years) functions; and recommend an appropriate conversion design process (building and site core systems) to support the new mission of the facility.

The selected Proposer, after Work Order assignment, shall be provided with the Security, Survivability, and Interoperability Master Plan (SSIMP), and shall be required to complete this project within 90-120 days.

B. Staff Training

Train designated County staff in the facility security planning process, such as identifying security vulnerabilities, conducting threat and consequence analyses, developing security protection options to address identified vulnerabilities, designing overall facility security plan, etc.

C. Integration of Current Capital Projects

The County is in the planning stage on several security and facility-related projects. These projects include, but are not limited to, new badge reader specifications; expanded CCTV camera deployments; Building Management System upgrades; public address system installations; and the development of a Countywide IT "digital canopy" (metropolitan-wide wireless network et al). A review of these projects by the project team will likely be recommended to ensure that the appropriate degree of survivability and interoperability is incorporated to ensure seamless integration with the ICF and the SSIMP.

D. Technology Master Plan and Planning Services

Produce a Countywide technology and facility master plan that identifies a coherent technology and facility development path and assists with the execution of short-term decisions to support long term goals. This plan will also identify the current critical system and functions, as well as the critical decisions affecting future mission and resource utilization, and define the short- and long-term systems goals. This will require the development and implementation of countywide technology assessment plans, and the incorporation of emerging technologies.

Identify, if any, the functions and limitations of current critical systems, any technology-specific redundancies and/or survivability issues, and any critical functions/services supported by or interacting with the current systems. Review and incorporate strategic/tactical business plans to support short-term and long-term technology solutions and identify any risk assessments affecting those resource utilizations. Define short and long-term goals and address time-sensitive issues relating to the systems.

Determine the need for, and development of, interoperable systems and subsystems for security and building management systems and related projects. Systems include, but are not limited to: the development of access

control and badge reader specifications; standards for new CCTV cameras; design of multi-point pub' address and; emergency alert systems and emergency power systems.

E. Problem Analysis

Address and determine the cause and solution of problems with security and all security related issues through survey, research, study, and/or analysis.

F. Project Design

Determine needs for use in establishing various project design concepts, parameters, criteria, requirements, specifications and cost budgets to support and enhance overall security plans.

G. Schematic Design

Develop drawings and specifications to show the conceptual layout, the functional relationships, and spaces allocated to essential building project elements that define the project in sufficient detail to establish equipment requirements. Such work may include the selection and specification of security components, cost estimating for use in project budgeting, and establishing the design cost budget amount to support the County.

H. Security Documents

Prepare and complete all security-specific concepts, calculations, plans, maps, drawings, specifications, documents, and applications within the limits of the project budgets that are required or needed for the project A&E to: (1) obtain the unqualified approval of, or permits, from, all agencies having jurisdiction over the project; (2) obtain commitments from applicable utility organizations that the needed capacities and connections to support the project will be available; and (3) assist and support the project manager (and/or A&E) in the award and administration of a contract for the project. Prepare detailed cost estimates of the security portion of projects to assist in the evaluation of bidders' price proposals in conjunction with County personnel and/or County contracted architects and engineers to ensure projects stay within budgeted amounts.

I. Permitting Assistance

Prepare and provide necessary input to submit applications, plans and related support documents, calculations, information, etc., to all agencies having jurisdiction over the permitting or approval of the project, and to all organizations providing utility services. Prepare or assist in the preparation of responses to security-related questions or issues as they relate to permitting. Participate in the resolution of security-related questions or issues raised during the review of project plans and related documents by any agency having jurisdiction for permitting or approval of the project for providing utility services.

J. Bidding Assistance

Produce security specific plans and specifications for inclusion with the County's bidding documents for use by the County in administering the bidding process. Participate in pre-bid conferences. Assist the County in the preparation of addenda documents as required, bid evaluation and recommendation for award process.

K. Contract Technical Support Services

Ensure that contracted work is carried out and completed in accordance with the security requirements of the contract. Support the County, as required, to review, and as appropriate, approve and/or provide recommendations on contractors' shop drawings, material submittals, substitution requests, and payment requests related to security components. Assist the County, as required, to conduct project site visits to observe and verify contractor compliance and conformance with the security related contract plan.

specifications, and related contract requirements. Participate in project progress review meetings. Provide clarification and interpretation of the security aspects of the plans and specifications as needed. Provide responses to contractors' requests for information. Participate in the preparation, review and evaluation of potential or proposed contract claim or change orders with security issues. Participate in conducting substantial completion, final completion, and post-construction warranty inspections relative to the security systems, and provide input for certificates of compliance or completion. Prepare input for responses to and participate in the resolution of any security related questions or issues raised during periodic project inspections by any agency having jurisdiction for permitting or approval of the project.

L. Security-Related Design Criteria

Develop security related design criteria to include concise, performance-oriented drawings and/or specifications for use by the County in design/build solicitations.

M. Value Engineering

Review project programs, schematic drawings, design development documents, and all other relevant documents prepared by the project consultant, or by others, and provide security related recommendations for alternative designs, building systems, materials, etc., including cost estimates of alternates that would reduce the anticipated cost without adversely impacting the security features and requirements of the facility.

N. Environmental Investigations

Perform investigations and/or provide recommendations of environmental related designs or conditions in accordance with the most current EPA guidelines and any other state or federal laws that regulate parameters associated with security issues.

O. Commissioning

Assist in the development and production of peer review of designs, plans, specifications, construction, installation, start-up, and in-service operating procedures of security systems.

P. Other

Provide and/or perform other related security consulting services as may be needed.

2.4 WORK ORDER ASSIGNMENTS

The selected Proposer shall provide homeland security consulting and related services through Work Orders issued by the County which will define the scope of services, deliverables, pricing, payment terms, etc. for each particular project. All work to be performed under any contract as a result of this RFQ, requires a Work Order issued by the County and multiple Work Orders may be issued simultaneously, depending upon the need for services. The County, at its sole discretion, may modify, suspend, or cancel the issuance of a Work Order at anytime and shall only pay for work actually performed by the selected Proposer.

After an assignment has been identified, the County may request a written work plan from the selected Proposer. The work plan must be received by the County as defined in each request, and should include the following:

- Description of the proposed approach
- Project schedule and completion date
- Staff performing the work, including job title, hourly rate and estimated number of hours each will spend on the assignment

- Breakdown of the cost per staff person (based on agreed rates)
- Total cost for the assignment

The County anticipates issuing Work Orders based on approved work plans (which may require negotiations on the assignment with the selected Proposer), and the County may modify, suspend, or cancel a request for a work plan at anytime at no cost to the County.

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF PROPOSAL

The proposal must consist of two parts: (A) Technical Proposal, and (B) Price Proposal, as follows:

A. TECHNICAL PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The Technical Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a one-page executive summary which should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, key staff, subcontractors and any other relevant information, including any exceptions to this Solicitation.

4) Proposer's Experience and Past Performance

(a) Describe the Proposer including the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

(b) Describe the Proposer's past performance and experience in performing homeland security consulting projects similar to the services requested in Section 2.3(A), Integrated Command Facility.

(c) Describe the Proposer's past performance and experience in performing related homeland security consulting projects similar to the services requested in Section 2.0, Scope of Services, for entities similar in size and complexity as the County (see Section 2.2(A) for preferred experience). Specifically address Proposer's experience in proving each of the services listed in Section 2.3, excluding Section 2.3(A), Integrated Command Facility, which is provided for above.

- (d) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
 - (e) List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).
 - (f) Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.
- 5) Experience and Qualifications of Key Personnel and Subcontractors Performing Services
- (a) Provide an organizational chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.
 - (b) List the names and addresses of all first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors or subconsultants who will be assigned to this project. Indicate whether Proposer has worked with each subcontractor or subconsultant and, if so, describe the projects worked on.
 - (c) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects and applicable certifications, of the Proposer's project manager who will be assigned to this project {see Section 2.2(A) for preferred experience}. This information shall include the types of functions to be performed by the project manager and a description of the accessibility of this staff member to the County on a daily basis for on-going projects.
 - (d) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all individuals performing as engineers, including those of subcontractors or subconsultants, who will be assigned to this project {see Section 2.2(A) for preferred experience}. This information shall include the types of functions to be performed by the engineers.

- (e) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects and applicable certifications, of all key individuals other than the project manager or engineers, including those of subcontractors or subconsultants, who will be assigned to this project {see Section 2.2(A) for preferred experience}. This information shall include the types of functions to be performed by the key individuals. All key personnel includes; all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
- (f) Provide resumes, if available, with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors or subconsultants.
- (g) Describe how Proposer will ensure that the proposed key staff will be available for the County's projects over the term of the contract and, if a key personnel member is replaced, how Proposer will ensure that the replacement has, at a minimum, comparable qualifications and experience as the replaced member.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

6) Proposer's Approach

- (a) Describe Proposer's specific policies and procedures to be used in providing the services requested in Section 2.3(A), Integrated Command Facility. The Proposer shall describe its approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project. Confirm Proposer's ability to meet the time schedule for this project.
- (b) Describe Proposer's specific policies and procedures to be used in providing all services requested in Section 2.0, Scope of Services, excluding the services requested in Section 2.3(A), which is provided for above. The Proposer shall describe its approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in projects assigned.
- (c) Describe how the Proposer will meet time schedules and budgets for projects considering that projects will be assigned on an as needed basis by the County.
- (d) For each of the comparable projects identified in Section 3.2(A)(4)(d) above, provide the scheduled completion time and budgetary information. Specify if the scheduled completion time and budgets approved by the client were met for each of the projects. If the scheduled time and budgets were not met, please provide an explanation.
- (e) Describe the Proposer's typical work products for these type of services and describe Proposer's capabilities (i.e., software programs, printing, etc.) to produce work products for these type of services.

- (f) Describe Proposer's security screening and background checks it requires for its employees and those of subcontractors that perform the type of homeland security consulting services requested herein.

7) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations **(see Section 1.17)**
- Form A-3 Acknowledgement of Addenda **(see Section 1.8)**
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information **(see Section 1.22)**
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers **(see Section 1.29)**
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies **(see Section 1.30)**
- Form A-8 Affirmative Action Plan/Procurement Policy Affidavit **(see Section 1.31)**
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade County **(see Section 1.32)**
- Form A-12 Code of Business Ethics **(see Section 1.33)**
- Form A-13 Domestic Violence Leave Affidavit **(see Section 1.35)**

Complete, sign, notarize, and submit the attached Appendix A, "Confidentiality Agreement".

In addition, the Proposer must follow the instructions for the SBE participation provisions described in Section 1.7 "Contract Measures" and the instructions of the attached Appendix A "Participation Provisions", and complete, sign as required, and submit with proposal any required form(s) as may be applicable.

B. PRICE PROPOSAL

The Proposer's price shall be submitted on **Form B-1 "Price Proposal Schedule"**, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion. The Price Proposal must contain all information required on the Price Proposal Schedule.

If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate pricing. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of a) Technical Proposal, and b) Price Proposal, and the original and all copies must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFQ No.: 98
RFQ Title: **Homeland Security Consulting Services**
Proposal Due Date: **February 9, 2007**

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Contract award will be based on two separate evaluation phases: Technical and Price. Scoring proposals is based on point totals and not a percentage factor.

4.2 TECHNICAL PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria listed below. The criteria are itemized with their respective weights for a maximum total of **ninety (90)** points per each Evaluation/Selection Committee member, for all Technical criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1. Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40
2. Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	30
3. Proposer's approach to providing the services requested in this Solicitation	20

Upon completion of the Technical criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.3 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee re-evaluates the Technical Proposals, in light of the oral presentation(s) if necessary, it will then evaluate the Price Proposals of those Proposers remaining in consideration. Price will be considered separately and only after the evaluation of the Technical Proposals has been completed by the Evaluation/Selection Committee.

The Price Proposal submission will be assigned a maximum of ten (10) points per each Evaluation/Selection Committee member. The Price will be evaluated subjectively based on the best value to the County.

The pricing evaluation is used as part of the process to determine the highest ranked proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.4 APPLICATION OF SELECTION FACTOR

A selection factor may be added in accordance with Section 1.7, Contract Measures, and the Small Business Enterprise Program Participation Provisions after review of the Technical Proposal. A Proposer entitled to a selection factor shall receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal.

4.5 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the Price Proposal evaluation score with the Technical evaluation score and all other applicable additional points specified in this Solicitation.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.6 "Local Preference". The County may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the County.

The Proposer recommended for negotiations may be required to provide to the County:

its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.6 LOCAL PREFERENCE

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with said local Proposer.

4.7 CONTRACT AWARD

Any negotiated contract, as a result of the Solicitation, will be submitted to County Manager or designee for approval and may be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County's decision to make the award and which proposal is in the best interest of the County shall be final.

Homeland Security Consulting Services

Contract No. Q98

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Tetra Tech, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 1180 SW 36th Avenue, Suite 203, Pompano Beach, Florida 33069 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide homeland security consulting and related services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 98 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated February 8, 2007, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

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ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFQ No. 98 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean Tetra Tech, Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- n) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) any Work Order issued hereto, 4) the Miami-Dade County's RFQ No. 98 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal. Notwithstanding this order of precedence, any Work Order may specify more stringent terms, or where these terms and conditions allow, the Work Order may specify other terms, both of which will supersede these terms and conditions.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this Contract and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement.

between the County and the Contractor, upon approval by the Board of County Commissioners.

Work Order Term

Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract and which will extend beyond said termination date shall survive the expiration or termination hereof.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
GSA Facilities & Utilities Management Division
200 N.W. 1 Street
Miami, FL 33128
Attention: Daniel Payne, Chief of Security, GSA
Phone: (305) 375-1011
Fax: (305) 372-6020
E-mail: djpayne@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Tetra Tech, Inc.
1180 SW 36th Avenue, Suite 203
Pompano Beach, Florida 33069
Attention: Wayne Human
Phone: (954) 566-8341
Fax: (954) 565-5424
E-mail: wayne.human@tetrattech.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as set forth in each Work Order and shall be in compliance with Appendix B, Price Schedule. This Contract requires the issuance of a Work Order against this Contract for Services to be requested and performed and for payment to be made for such Services. The County shall have no obligation to pay the Contractor any additional sum in excess of the amount set forth in each such Work Order, except for a change and/or modification to the Contract which is approved and executed in writing by the County and the Contractor, or a change and/or modification to a Work Order which is approved and executed in writing by the County.

All Services undertaken by the Contractor before County's approval of this Contract or subsequent Work Order requests shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

The maximum hourly rates for staff positions shall remain flat and fixed for the initial three year term of the Contract, as stipulated in Appendix B; however this shall in no way preclude the County from negotiating lower rates per Work Order or for any option years or extensions thereof. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. Following the completion of the initial three year term, upon mutual agreement, the County and the Contractor may agree to re-negotiate the flat and fixed hourly rates of staff positions for the option years.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County once per month, or a frequency as stipulated in the Work Order, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
GSA Facilities & Utilities Management Division
200 N.W. 1 Street
Miami, FL 33128

Attention: Daniel Payne, Chief of Security

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the RFP Unit, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all options, years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein and in any subsequent Work Order in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest

the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. When orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails

to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Any key personnel member that is going to substitute for another member must have, at a minimum, comparable qualifications and experience as the member they are substituting for, to the satisfaction of the County. The County shall, in its sole discretion, determine whether the qualifications and experience are comparable.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as

the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellatic

including attorney's fees.

- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement and/or any Work Order by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, as may be applicable, and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement or a Work Order pursuant to this Article, the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement and the Work Order, up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement or the applicable Work Order and has been specifically developed for the sole purpose of this Agreement or applicable Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement or any Work Order by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement or the applicable Work Order;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, product, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement and/or the applicable Work Order with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative

costs; and,

- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the

foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect,

with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract

usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. CONFIDENTIALITY OF THE COUNTY

The Contractor acknowledges that the products, applications, deliverables, and all associated data obtained or developed in correlation to the Work or Services provided pursuant to the Contract or under any subsequent Work Order, shall be deemed of the utmost confidentiality to the County. The Contractor shall sign and maintain confidentiality agreements with its staff ensuring all security sensitive information obtained from Work or Services conducted on the Contract or Work Orders therein, shall remain security sensitive and confidential.

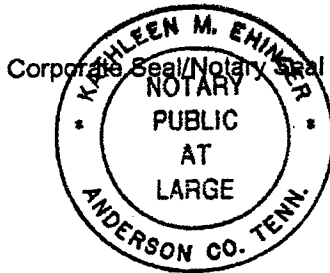
Findings of violations of the confidentiality agreement provisions, among contractual ramifications pursuant to Article 24, Event of Default, may be reported to law enforcement agencies.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor
 By: [Signature]
 Name: BH HUMAN
 Title: VICE PRESIDENT
 Date: MARCH 20, 2007
 Attest: Kathleen M. Ehinger
 Corporate Secretary/Notary Public



Miami-Dade County
 By: _____
 Name: _____
 Title: _____
 Date: _____
 Attest: _____
 Clerk of the Board

Approved as to form
 and legal sufficiency _____
 Assistant County Attorney

Appendix A

SCOPE OF SERVICES**1. INTRODUCTION/BACKGROUND**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration (GSA), is contracting for homeland security consulting and related services. GSA is developing a Security, Survivability, Interoperability Master Plan (SSIMP) that will establish the detailed policies and guidelines needed to ensure that capital improvement projects for both existing and future systems and facilities are planned, designed and implemented with a consistent set of security, survivability and interoperability goals and principles. Once completed, the SSIMP will provide a narrative and graphical record of current capabilities and conditions (natural features, buildings, structures, utilities, transportation systems, and other improvements), as well as the proposed conceptual capabilities necessary to ensure that security, survivability and interoperability requirements are achieved in the future. The Contractor is expected to provide the County with the critical expertise and capacity needed to complete, and assist with the implementation of, the SSIMP on a phased basis (by work order), as well as perform other security consulting assignments as required.

GSA recently contracted for, and completed, a weeklong workshop in an effort to identify the scope of work required to develop a master plan (SSIMP) that would effectively guide the County's efforts to strengthen the County's critical systems. Not only should such systems (and facilities) survive the initial attack or disaster, but they must continue to function in the hours and days following the event. Security solutions should also be cost effective, as recommendations will be approved and implemented on the basis of priority and available funding. Technology solutions that can create future cost avoidance savings (e.g., manned security) are encouraged, wherever practical and effective. The information gathered from the workshop and subsequent discussions was used by the County to develop a detailed "Scope Definition" for the SSIMP, including the scope, boundaries and information to be evaluated, timeframe or planning horizon, and the individual tasks to be performed during the SSIMP development. The Contractor will be provided with this report (Scope Definition: Phase I of the SSIMP) upon issuance of the applicable work orders and completion of required security protocols and confidentiality agreements. The Contractor will also have access to other security assessments performed by or for the County, including the over 100 Homeland Security Comprehensive Assessment Model (HLSCAM) assessments of critical infrastructure facilities throughout the County.

Phase II of the SSIMP process requires that the Contractor apply Crime Prevention Through Environmental Design (CPTED) principles and a systems engineering approach to perform assigned projects. Work and process shall also comply with requirements established by the County's local mitigation strategy, pertinent Florida Statutes and regulations, Department of Homeland Security (DHS) requirements, and the National Incident Management System (NIMS). The Contractor shall apply these methodologies and requirements in performing a variety of project types including, but not limited to, identifying security vulnerabilities, conducting threat and consequence analyses, developing security protection options based on vulnerabilities exposed and the results of those analyses, recommending plans for improvement, and assisting in the implementation of those plans. The Contractor shall provide solutions designed to minimize the greatest number of security threats at the lowest possible cost.

The County anticipates, but does not guarantee, that the Contractor will, at a minimum; provide consulting services for selected portions of Phase II of the SSIMP process, which includes (1) the Integrated Command Facility (ICF) project; and (2) SSIMP development for the County's critical assets (excluding the ICF), including risk and vulnerability assessments of the building and infrastructure, and conversion design (master planning, design development and cost projection).

The Contractor shall provide the services required for each assigned project either by "in-house" staff or through a "subcontractor" arrangement. The Scope of Services under this Contract does not include the

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preparation of construction documents or the performance of construction work. For projects that subsequently require construction documents or actual construction, the Contractor may be required to assist the County's selected Architectural/Engineering (A&E) team (which may be internal staff, an outside firm, or a combination thereof) with the security consulting aspects of the project, including any work necessary to ensure the subsequent plans and construction work are implemented consistent with SSIMP recommendations, as may be modified by the County.

2. PREFERRED EXPERIENCE AND SECURITY CLEARANCE REQUIREMENTS

- A. The Contractor, its key staff assigned to this project, and its subcontractors and their key staff assigned to this project should each have comprehensive experience performing related homeland security consulting projects for entities, at a minimum, comparable in complexity as the County (e.g., population, logistical operations, department coordination, etc.). Related projects should include, but are not limited to, security and survivability interoperability plans, assessment of emergency functions, and security assessment and design of homeland security operational command centers.
- B. The Contractor, its staff assigned to this project, and its subcontractors and their staff (as may be applicable) assigned to this project must pass the security clearance requirements of the County for this type of project (which may include a comprehensive security background check) at the Contractor's expense.
- C. The Contractor (as part of this Contract) and its subcontractors (and assigned staff as may be applicable) will be required to enter into standard confidentiality agreements which meet the requirements of the County, as applicable.

3. REQUIREMENTS AND SERVICES TO BE PROVIDED

The Contractor shall provide homeland security consulting and related services for a variety of projects administered by the County and shall assign a project manager to coordinate with and report project progress to the County as needed, which may be on a daily basis. Projects or project elements may include, but are not limited to, providing consulting services and/or assisting the County in the following areas:

A. Integrated Command Facility

The County anticipates that the initial priority project to be assigned will be the conversion of a large (in excess of 200,000 square feet), previously-identified existing County facility to its planned designated use as a multi-agency Integrated Command Facility (ICF) for Miami-Dade County. The scope of this project will necessitate the provision of a variety of services and project elements that are specified in subsequent paragraphs within this section. At minimum, it is expected that the Contractor shall:

- conduct risk and vulnerability assessments on the buildings and infrastructure at the site;
- develop drawings, specifications and if practical, 3-D renderings or video, showing the conceptual layout of the interior space, the functional relationships of the various operational entities proposed for inclusion in the ICF, and those spaces allocated to essential building elements; and
- develop an operational site and building conversion plan, which will include the schematic design, cost and scheduling for ultimately converting the facility to its new mission.

The criticality and strategic value of this facility indicates that a thorough assessment(s) will be required of the Contractor to determine the building's capacity to support the ICF mission. These assessments will be performed to determine the building's environmental survivability, its survivability to manmade and technological hazards, the survivability of the building's shell and core systems, and the survivability of the communications and data systems.

Such work is expected to identify and consider existing/as-built conditions; develop programming

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recommendations to support immediate (1 to 10 years) and future (10 to 25 years) functions; and recommend an appropriate conversion design process (building and site core systems) to support the new mission of the facility.

The Contractor, after Work Order assignment, shall be provided with the Security, Survivability, and Interoperability Master Plan (SSIMP), and shall be required to complete this project within 90-120 days or as stipulated in the specific Work Order.

B. Staff Training

Train designated County staff in the facility security planning process, such as identifying security vulnerabilities, conducting threat and consequence analyses, developing security protection options to address identified vulnerabilities, designing overall facility security plan, etc.

C. Integration of Current Capital Projects

Review projects to ensure integration. The County is in the planning stage on several security and facility-related projects. These projects include, but are not limited to, new badge reader specifications; expanded CCTV camera deployments; Building Management System upgrades; public address system installations; and the development of a Countywide IT "digital canopy" (metropolitan-wide wireless network et al). A review of these projects by the Contractor will likely be recommended to ensure that the appropriate degree of survivability and interoperability is incorporated to ensure seamless integration with the ICF and the SSIMP.

D. Technology Master Plan and Planning Services

Produce a Countywide technology and facility master plan that identifies a coherent technology and facility development path and assists with the execution of short-term decisions to support long term goals. This plan will also identify the current critical system and functions, as well as the critical decisions affecting future mission and resource utilization, and define the short- and long-term systems goals. This will require the development and implementation of countywide technology assessment plans, and the incorporation of emerging technologies.

Identify, if any, the functions and limitations of current critical systems, any technology-specific redundancies and/or survivability issues, and any critical functions/services supported by or interacting with the current systems. Review and incorporate strategic/tactical business plans to support short-term and long-term technology solutions and identify any risk assessments affecting those resource utilizations. Define short and long-term goals and address time-sensitive issues relating to the systems.

Determine the need for, and development of, interoperable systems and subsystems for security and building management systems and related projects. Systems include, but are not limited to: the development of access control and badge reader specifications; standards for new CCTV cameras; design of multi-point public address and; emergency alert systems and emergency power systems.

E. Problem Analysis

Address and determine the cause and solution of problems with security and all security related issues through survey, research, study, and/or analysis.

F. Project Design

Determine needs for use in establishing various project design concepts, parameters, criteria, requirements, specifications and cost budgets to support and enhance overall security plans.

G. Schematic Design

Develop drawings and specifications to show the conceptual layout, the functional relationships, and spaces allocated to essential building project elements that define the project in sufficient detail to establish equipment requirements. Such work may include the selection and specification of security components, cost estimation

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for use in project budgeting, and establishing the design cost budget amount to support the County.

H. Security Documents

Prepare and complete all security-specific concepts, calculations, plans, maps, drawings, specifications, documents, and applications within the limits of the project budgets that are required or needed for the project A&E to: (1) obtain the unqualified approval of, or permits, from, all agencies having jurisdiction over the project; (2) obtain commitments from applicable utility organizations that the needed capacities and connections to support the project will be available; and (3) assist and support the project manager (and/or A&E) in the award and administration of a contract for the project. Prepare detailed cost estimates of the security portion of projects to assist in the evaluation of bidders' price proposals in conjunction with County personnel and/or County contracted architects and engineers to ensure projects stay within budgeted amounts.

I. Permitting Assistance

Prepare and provide necessary input to submit applications, plans and related support documents, calculations, information, etc., to all agencies having jurisdiction over the permitting or approval of the project, and to all organizations providing utility services. Prepare or assist in the preparation of responses to security-related questions or issues as they relate to permitting. Participate in the resolution of security-related questions or issues raised during the review of project plans and related documents by any agency having jurisdiction for permitting or approval of the project for providing utility services.

J. Bidding Assistance

Produce security specific plans and specifications for inclusion with the County's bidding documents for use by the County in administering the bidding process. Participate in pre-bid conferences. Assist the County in the preparation of addenda documents as required, bid evaluation and recommendation for award process.

K. Contract Technical Support Services

Ensure that contracted work is carried out and completed in accordance with the security requirements of the applicable contract. Support the County, as required, to review, and as appropriate, approve and/or provide recommendations on contractors' shop drawings, material submittals, substitution requests, and payment requests related to security components. Assist the County, as required, to conduct project site visits to observe and verify contractor compliance and conformance with the security related contract plans, specifications, and related contract requirements. Participate in project progress review meetings. Provide clarification and interpretation of the security aspects of the plans and specifications as needed. Provide responses to contractors' requests for information. Participate in the preparation, review and evaluation of potential or proposed contract claim or change orders with security issues. Participate in conducting substantial completion, final completion, and post-construction warranty inspections relative to the security systems, and provide input for certificates of compliance or completion. Prepare input for responses to and participate in the resolution of any security related questions or issues raised during periodic project inspections by any agency having jurisdiction for permitting or approval of the project.

L. Security-Related Design Criteria

Develop security related design criteria to include concise, performance-oriented drawings and/or specifications for use by the County in design/build solicitations.

M. Value Engineering

Review project programs, schematic drawings, design development documents, and all other relevant documents prepared by the project consultant, or by others, and provide security related recommendations for alternative designs, building systems, materials, etc., including cost estimates of alternates that would reduce the anticipated cost without adversely impacting the security features and requirements of the facility.

N. Environmental Investigations

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Perform investigations and/or provide recommendations of environmental related designs or conditions in accordance with the most current EPA guidelines and any other state or federal laws that regulate parameters associated with security issues.

O. Commissioning

Assist in the development and production of peer review of designs, plans, specifications, construction, installation, start-up, and in-service operating procedures of security systems.

P. Other

Provide and/or perform other related security consulting services as may be needed.

4. WORK ORDER ASSIGNMENTS

The Contractor shall provide homeland security consulting and related services through Work Orders issued by the County which will define the scope of services, deliverables, pricing, payment terms, etc. for each particular project. All work to be performed under this Contract requires a Work Order issued by the County and multiple Work Orders may be issued simultaneously, depending upon the need for services. The County, at its sole discretion, may modify, suspend, or cancel a Work Order at anytime and shall only pay for work actually performed by the Contractor.

After an assignment has been identified, the County may request a written work plan from the Contractor. The work plan must be submitted to the County as defined in each request, and should include at a minimum the following:

- Contractor's understanding of the project
- Description of the proposed approach and deliverables
- Project schedule and completion date
- Staff performing the work, including job title, and estimated number of hours each will spend on the project
- Breakdown of the cost, including hourly rates per staff member (which shall not exceed the Contract rates), as may be applicable
- Total cost for the assignment

The County anticipates issuing Work Orders based on approved work plans (which may require negotiations on the assignment with the Contractor), and the County may modify, suspend, or cancel a request for a work plan at anytime at no cost to the County.

Price Schedule**HOURLY RATES**

The following are the maximum hourly rates for the staff positions which will perform services as stated in Appendix A of this Contract. The rates are guaranteed for the initial three years of the Contract. However, these rates do not preclude the County from negotiating lower rates or other pricing terms under any Work Order.

Title	Rates (w/o Travel)
Principal-in-Charge	\$ -
Program Manager	\$ 159.81
Deputy Program Manager	\$ 168.78
Project Manager	\$ 213.58
Deputy Project Manager	\$ 137.23
QA/QC Manager	\$ 163.40
Security Risk Assessor	\$ 105.82
Senior Security Risk Assessor	\$ 167.55
Senior Security Risk Assessment Specialist	\$ 202.70
Survivability Designer	\$ 88.46
Senior Security Infrastructure Engineer	\$ 150.74
Senior Survivability Design Specialist	\$ 175.76
Architectural Designer	\$ 62.72
Architectural Design Specialist	\$ 78.71
Senior Architect	\$ 90.78
Architectural Programming Specialist	\$ 106.66
Civil Design Engineer	\$ 117.56
Senior Civil Engineering Specialist	\$ 175.76
Senior Traffic Design Specialist	\$ 175.76
Facilities Conversion Designer	\$ 105.54
Facilities Conversion Design Specialist	\$ 121.11
Facilities Conversion Design Engineer	\$ 147.34
Senior Facilities Conversion Design Specialist	\$ 177.96
Senior Facilities Conversion Technical Specialist	\$ 216.26
GIS Mapping Specialist	\$ 76.58
Land Surveying / Mapping Specialist	\$ 117.56
Senior Land Surveying / Mapping Specialist	\$ 175.76
Site Planner	\$ 82.64
Landscape Design Specialist	\$ 100.10
Senior Landscape Architecture Specialist	\$ 187.40
CADD	\$ 64.66
Senior CADD Designer	\$ 89.91
Senior CADD Specialist	\$ 117.56
Senior Environmental Engineer	\$ 158.67
Senior Environmental Engineering Specialist	\$ 175.76
Fire Protection Design Specialist	\$ 102.83
Senior Fire Protection Engineering Specialist	\$ 164.90

Junior Electrical Engineer	\$ 84.97
Middle Electrical Engineer	\$ 98.20
Senior Electrical Engineer / Technical Specialist	\$ 139.24
Junior Mechanical Engineer	\$ 113.05
Middle Mechanical Engineer	\$ 114.45
Senior Mechanical Engineer/Technical Specialist	\$ 160.35
Junior IT Engineer	\$ 130.96
Middle IT Engineer	\$ 174.20
Senior IT Engineer / Technical Specialist	\$ 187.28
Structural Engineer	\$ 78.03
Senior Structural Engineer	\$ 129.18
Information Security Specialist	\$ 91.96
Senior Information Security Specialist	\$ 120.23
Security Trainer	\$ 105.82
Senior Security Trainer	\$ 125.13
Senior Security Training Specialist	\$ 150.74
Project Controls	\$ 57.15
Project Scheduler	\$ 95.95
Senior Project Controls Specialist	\$ 102.40
Cost Estimating Engineer	\$ 118.46
Senior Cost Estimator/Value Engineer	\$ 138.28
Contracts Manager	\$ 126.82
Contracts Technical Support	\$ 52.35
Junior Word Processor	\$ 53.04
Mid-Level Word Processor	\$ 62.40
Senior Word Processor	\$ 73.60
Mid-Level Clerical	\$ 58.75
Senior Clerical	\$ 69.12
Junior Clerical	\$ 46.43
Tech Editor	\$ 77.78
Senior Tech Editor	\$ 91.51

Notes:

1. The Contractor shall be paid as specified in each Work Order issued by the County.
2. The rates for the option to renew years can be negotiated based primarily on the successful completion of the initial three years of the Contract and the cost of living increase.
3. The above rates are the maximum hourly rates the Contractor may propose in a work plan for the listed staff positions. It is agreed and understood that the Contractor shall advise the County in the work plans submitted by the Contractor, if a lower hourly rate can be applied for any personnel available to perform the requested services.
4. The above rates include all costs and expenses, except materials such as deliverables and out-of-pocket expenses such as employee travel.
5. Unless otherwise specified in a request to the Contractor for a work plan, the Contractor shall provide work plan prices broken down by the staff hourly rates (which shall not exceed the above rates), and materials and out-of-pocket expenses, if any.
6. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.
7. For any staff position not listed above that are proposed on work plans, the hourly rate for the staff position shall be negotiated.
8. Brief descriptions of the type of responsibilities of each staff position are attached hereto.



Title / Description	Responsibilities
Principal-in-Charge	Responsible for providing Miami-Dade personnel access to Tetra Tech Corporate
Program Manager	Direct Interface with Miami-Dade GSA Contracts Manager, responsible for Contract and Task Order negotiations
Deputy Program Manager	Responsible for direct support to the Program Manager.
Project Manager	Direct Interface with Miami-Dade Project Managers. Responsible for quality execution of projects on schedule and within budget
Deputy Project Manager	Responsible for direct support to the Senior Project Manager
QA/QC Manager	Responsible for verification that Tetra Tech Quality Program is implemented for all contract elements in order to provide products of the highest quality to Miami-Dade county
Security Risk Assessor	Responsible for performing Comprehensive Security Risk Assessment activities at critical Miami-Dade facilities
Senior Security Risk Assessor	Responsible for leading all Comprehensive Security Risk Assessment activities
Senior Security Risk Assessment Specialist	Responsible for developing prioritization criteria to rank critical Miami-Dade infrastructure and the oversight and final validation of the Comprehensive Security Risk Assessments performed
Survivability Designer	Responsible for development of designs to ensure increased survivability of critical systems, subsystems, and infrastructure
Senior Security Infrastructure Engineer	Responsible for design of integrated security systems via interface with multiple disciplines
Senior Survivability Design Specialist	Responsible for conducting Survivability Assessments and the development of designs to ensure increased survivability
Architectural Designer	Junior Architect supporting the programming, planning and facility design, and production taskings
Architectural Design Specialist	Architect or senior architectural designers supporting the programming, planning and facility design, and production taskings
Senior Architect	Lead Architect for the planning and design of facilities including interior spaces and coordination of multi-discipline teams
Architectural Programming Specialist	Lead Architect for programming and planning of facilities including user support spaces and the collection and implementation of guideline data
Civil Design Engineer	Mid-Level Civil Engineer for site, roadwork and site infrastructure design
Senior Civil Engineering Specialist	Civil Engineering lead for site, roadwork and site infrastructure design
Senior Traffic Design Specialist	Design of vehicular and pedestrian traffic patterns, controls for on-site and public areas, and right-of-way design
Facilities Conversion Designer	Responsible for identification and evaluation of conversion design requirements associated with the retasking of the ICF, security, and command and control center elements
Facilities Conversion Design Specialist	Responsible for development of conversion design associated with the retasking of the ICF, security, and command and control center elements
Facilities Conversion Design Engineer	Responsible for development of conversion design, and integration of other design disciplines into the conversion design of the ICF, security, and command and control center elements
Senior Facilities Conversion Design Specialist	Responsible for development of conversion design requirements and integration of other disciplines to ensure technical master planning and survivability are incorporated into the conversion design of the ICF, security, and command and control center elements
Senior Facilities Conversion Technical Specialist	Responsible for final validation of conversion design requirements and integration of other disciplines to ensure integration of emerging technologies into the conversion design of the ICF, security, and command and control center elements



Title / Description	Responsibilities
GIS Mapping Specialist	Responsible for effectively managing and evaluating environmental, building design, and spatial data
Land Surveying / Mapping Specialist	Responsibilities include performing all aspects of land surveying including GPS, construction layout, verifying boundaries, and topographic surveys
Senior Land Surveying / Mapping Specialist	Responsible for oversight and execution of all aspects of land surveying including GPS, construction layout, verification of boundaries, and topographic surveys
Site Planner	Responsible for determining setbacks, site elevations, placements, adjacencies, and access
Landscape Design Specialist	Responsible for all aspects of landscape design, including the incorporation of CPTED
Senior Landscape Architecture Specialist	Responsible for the execution and oversight of all aspects of landscape design, including the incorporation of CPTED
CADD	Responsibilities include drafting of all types of security and conversion designs
Senior CADD Designer	Responsible for assisting engineers in design, drafting, and development of 2-D and 3-D visual representations of the planned security and conversion designs for each task
Senior CADD Specialist	Responsible for the oversight and execution of 2-D and 3-D visual representations and designs of the planned security and conversion designs for each task
Senior Environmental Engineer	Responsible for conducting environmental investigations, feasibility studies, permitting assistance, and engineering design of water, wastewater, and hazardous waste treatment, storage and disposal systems
Senior Environmental Engineering Specialist	Responsible for conducting environmental regulatory evaluations, and providing oversight and execution management of environmental investigations, feasibility studies, permitting assistance, and engineering design of water, wastewater, and hazardous waste treatment, storage and disposal systems
Fire Protection Design Specialist	Responsible for all aspects of fire protection system design including code interpretation and compliance
Senior Fire Protection Engineering Specialist	Provides technical expertise and oversight of fire protection system design, code interpretation, and compliance
Junior Electrical Engineer	Assists with design and drawing preparation for process, details, and specification of electrical systems
Middle Electrical Engineer	Responsible for design, oversight and drawing preparation for process, details, and specification of electrical systems
Senior Electrical Engineer / Technical Specialist	Responsible for the oversight and final approval of designs drawings, and specifications prepared for process, details, and specification of electrical systems
Junior Mechanical Engineer	Assists with design and drawing preparation for process, details, and specification of mechanical systems
Middle Mechanical Engineer	Responsible for design, oversight and drawing preparation for process, details, and specification of mechanical systems
Senior Mechanical Engineer / Technical Specialist	Responsible for the oversight and final approval of designs drawings, and specifications prepared for process, details, and specification of mechanical systems
Junior IT Engineer	Assists with design and drawing preparation for process, details, and specification of IT systems.
Middle IT Engineer	Responsible for design, oversight and drawing preparation for process, details, and specification of IT systems.
Senior IT Engineer / Technical Specialist	Develop, implement, and maintain specifications for IT infrastructure, responsible for the oversight and final approval of designs drawings, and specifications prepared for process, details, and specification of IT systems.



Title / Description	Responsibilities
Technology Master Planner	Responsible for the identification and integration of emerging security and survivability related technologies into all design drawings and specifications
Senior Technology Master Planner	Responsible for oversight of specification development and design integration of emerging security and survivability related technologies
Structural Engineer	Responsible for conducting structural analysis, assessments, and designs
Senior Structural Engineer	Responsible for oversight and execution of structural analysis, assessments, and designs
Information Security Specialist	Responsible for ensuring sensitive project information is controlled and that all project personnel are trained on the Project Security Plan
Senior Information Security Specialist	Responsible for implementation of the Project Security Plan by ensuring project personnel maintain proper clearances and Miami-Dade credentials, sensitive project information is controlled, all project personnel are trained on the Project Security Plan, and ensuring security training records are properly maintained.
Security Trainer	Responsible for conducting all aspects of security training including risk assessment methodologies, physical security system evaluation, and security system conceptual design
Senior Security Trainer	Responsible for development of security and risk assessment curriculum and oversight of all security training including risk assessment methodologies, physical security system evaluation, and security system conceptual design
Senior Security Training Specialist	Responsible for development of security and risk assessment curriculum and oversight of all security training including risk assessment, physical security system evaluation, and security system conceptual design based on current regulations and client needs.
Project Controls	Develops project budgets, reports, lifecycle baselines, project metrics, and analyzes project financial status
Project Scheduler	Ensures that all tasks are correctly scheduled in the project scheduling system, analyzes project schedule and cost variances
Senior Project Controls Specialist	Provides guidance, direction, and specialized assistance for resolution of difficult project controls issues
Cost Estimating Engineer	Assist lead estimator with productivity rates, labor, equipment, and material rates; performs site walkdowns, determines takeoffs from engineering drawings
Senior Cost Estimator/Value Engineer	Responsible for review and oversight of cost estimates prepared under this contract and conducts Value Engineering Assessments as appropriate
Contracts Manager	Oversees contracts with clients and subcontractors, implements company contract policies, develops contract documents
Contracts Technical Support	Prepares and administers subcontracts
Junior Word Processor	Prepare standard forms, address envelopes, and insert headings on form letters
Mid-Level Word Processor	Set up and prepare reports, letters, mailing labels, and other text material
Senior Word Processor	Work with highly technical material, plan and develop complicated data presentation formats and master document templates
Junior Clerical	Execute entry level administrative tasks
Mid-Level Clerical	Secure travel arrangements, QA expense reports, make photocopies, and record inquiries
Senior Clerical	Coordinate and expedite the flow of information, work products, and materials
Tech Editor	Edit technical materials and participate in the preparation of illustrations, photographs, diagrams, and charts
Senior Tech Editor	Suggest revisions to technical documents, such as changing words and rearranging sentences, to improve clarity or accuracy

Memorandum



Date: March 6, 2007

To: Amos Roundtree
Director, Purchasing Division
Department of Procurement Management

From: Rita Silva *R.S.*
Chairperson
Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFQ No. 98, Homeland Security Consulting Services

The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Qualifications ("RFQ") following the guidelines published in the solicitation as summarized below.

Committee meeting dates: February 22, 2007 (Technical Discussion)
February 28, 2007 (Technical Scoring)
March 2, 2007 (Oral Presentations and Final Scoring)

Verification of compliance with contract measures: The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. None of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements: The solicitation did not have any minimum qualification requirements.

Summary of Committee scores:

The technical scores (Pre-oral Presentations) are as follows:

<u>Proposer</u>	<u>Technical Score</u> (max. 360)
1. URS Corporation Southern	319
2. Tetra Tech, Inc.	313
3. Science Applications International Corporation	257
4. TranSystems Corporation	245
5. SIM-G Technologies, LLC	219
6. Security Solutions International, LLC	189
7. Kherubim	135
8. USProtect, Incorporated	131

The Committee decided to hold oral presentations with the two highest ranked firms. Price proposals were reviewed for those firms remaining in consideration after the review and scoring of technical proposals and oral presentations.

The final scores (Post-oral Presentations) are as follows:

<u>Proposer</u>	<u>Technical Score</u> (max. 360)	<u>Selection Factor Score</u> (max. 36)	<u>Price Score</u> (max. 40)	<u>Total Combined Score</u> (max. 436)
1. Tetra Tech, Inc.	329	0	25	354
2. URS Corporation Southern	302	0	20	322

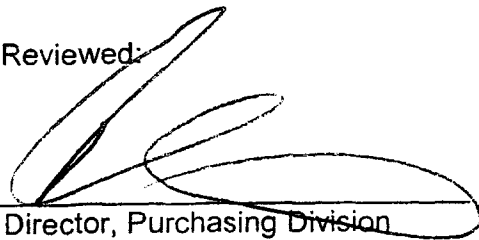
Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as no firm was within 5% of the highest ranked firm.

Negotiations: The Committee recommends that the County enter into negotiations with the firm with the highest score, Tetra Tech, Inc. The following individuals will participate in the negotiations, along with technical advisors as may be required:

Rita Silva, Senior Procurement Contracting Officer, DPM
Wendi Norris, Director, GSA
Jerry Hall, Director, Facilities Management, GSA

Copies of the score sheets are attached for each Evaluation/Selection Committee Member, as well as a composite score sheet.

Reviewed:


Director, Purchasing Division

3/8/07
Date

RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (POST-ORALS)
COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (4 members)	USProtect, Incorporated	SIM-G Technologies, LLC	TranSystems Corporation	Kherubim	Science Applications International Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		40	160	68	100	112	49	113	81	150	142
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.		30	120	28	67	75	50	85	59	108	97
Proposer's approach to providing the services requested in this Solicitation		20	80	35	52	58	36	59	49	71	63
Selection Factor (10% of the Total Technical Evaluation Points)		10%		0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)		90	360	131	219	245	135	257	189	329	302
Total Price Points		10	40							25	20
TOTAL POINTS (Technical + Price)		100	400							354	322

DATE 3/6/07

3/7/07

Signature: Rita Silva

Chairperson: George R. R. R.

Reviewed By

RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (POST-ORALS)

WENDI NORRIS (GSA)

SELECTION CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TranSystems Corporation	Kherubim	Science Applications International Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	7	22	24	16	16	5	39	33
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	0	15	18	12	15	12	28	20
Proposer's approach to providing the services requested in this Solicitation	20	8	12	13	6	10	8	20	14
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	15	49	55	34	41	25	87	67
Total Price Points	10							7	5
TOTAL POINTS (Technical + Price)	100							94	72

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RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (POST-ORALS)

DON FLEMING (ETSD)

SELECTION PROPOSERS CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TranSystems Corporation	Kherubim	Science Applications International Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	25	28	28	10	28	28	37	35
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	15	17	17	10	17	17	28	24
Proposer's approach to providing the services requested in this Solicitation	20	10	15	15	5	15	15	18	16
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	50	60	60	25	60	60	83	75
Total Price Points	10							5	5
TOTAL POINTS (Technical + Price)	100							88	80

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RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (POST-ORALS)

ESTHER CALAS (PWD)

SELECTION CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TranSystems Corporation	Kherubim	Science Applications International Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	12	20	28	6	35	28	38	36
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	0	15	18	16	28	15	26	25
Proposer's approach to providing the services requested in this Solicitation	20	8	10	15	17	18	16	18	16
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	20	45	61	39	81	59	82	77
Total Price Points	10							5	5
TOTAL POINTS (Technical + Price)	100							87	82

25

RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (POST-ORALS)
LORNA MARTIN SPENCER (DBD)

SELECTION PROPOSERS CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TranSystems Corporation	Kherubim	Science Applications Internation Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	24	30	32	17	34	20	36	38
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	13	20	22	12	25	15	26	28
Proposer's approach to providing the services requested in this Solicitation	20	9	15	15	8	16	10	15	17
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	46	65	69	37	75	45	77	83
Total Price Points	10							8	5
TOTAL POINTS (Technical + Price)	100							85	88

RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (PRE-ORALS)

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (x members)	USProtect, Incorporated	SIM-G Technologies, LLC	TransSystems Corporation	Kherubim	Science Applications International Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
	Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	160	68	100	112	49	113	81	146	146
	Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	120	28	67	75	50	85	59	99	102
	Proposer's approach to providing the services requested in this Solicitation	20	80	35	52	58	36	59	49	68	71
	Selection Factor (10% of the Total Technical Evaluation Points)	10%		0	0	0	0	0	0	0	0
	Total Technical Points (Total of technical rows)	90	360	131	219	245	135	257	189	313	319
	Total Price Points	10	40								
	TOTAL POINTS (Technical + Price)	100	400								

Signature: Rita Silva DATE: 3/6/07
 Chairperson: Wendy Beck 3/7/07
 Reviewed By

RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (PRE-ORALS)

WENDI NORRIS (GSA)

SELECTION PROPOSERS CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TransSystems Corporation	Kherubim	Science Applications International Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	7	22	24	16	16	5	39	33
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	0	15	18	12	15	12	28	20
Proposer's approach to providing the services requested in this Solicitation	20	8	12	13	6	10	8	18	16
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	15	49	55	34	41	25	85	69
Total Price Points	10								
TOTAL POINTS (Technical + Price)	100								

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RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (PRE-ORALS)

DON FLEMING (ETSD)

SELECTION PROPOSERS CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TranSystems Corporation	Kherubim	Science Applications Information Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	25	28	28	10	28	28	35	37
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	15	17	17	10	17	17	20	28
Proposer's approach to providing the services requested in this Solicitation	20	10	15	15	5	15	15	17	20
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	50	60	60	25	60	60	72	85
Total Price Points	10								
TOTAL POINTS (Technical + Price)	100								

25

RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (PRE-ORALS)

ESTHER CALAS (PWD)

SELECTION PROPOSERS CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TranSystems Corporation	Kherubim	Science Applications International Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	12	20	28	6	35	28	36	38
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	0	15	18	16	28	15	25	26
Proposer's approach to providing the services requested in this Solicitation	20	8	10	15	17	18	16	18	18
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	20	45	61	39	81	59	79	82
Total Price Points	10								
TOTAL POINTS (Technical + Price)	100								

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RFQ NO. 98
HOMELAND SECURITY CONSULTING SERVICES
EVALUATION OF PROPOSALS (PRE-ORALS)
LORNA MARTIN SPENCER (DBD)

SELECTION PROPOSERS CRITERIA	Maximum Points	USProtect, Incorporated	SIM-G Technologies, LLC	TransSystems Corporation	Kherubim	Science Applications Internation Corporation	Security Solutions International, LLC	Tetra Tech, Inc.	URS Corporation Southern
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	40	24	30	32	17	34	20	36	38
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	30	13	20	22	12	25	15	26	28
Proposer's approach to providing the services requested in this Solicitation	20	9	15	15	8	16	10	15	17
Selection Factor (10% of the Total Technical Evaluation Points)	10%	0	0	0	0	0	0	0	0
Total Technical Points (Total of technical rows)	90	46	65	69	37	75	45	77	83
Total Price Points	10								
TOTAL POINTS (Technical + Price)	100								

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Date: January 23, 2007

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the General Services Administration Department
Request for Qualifications for Homeland Security Consulting Services - RFQ No. RQPM0700079

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the General Services Administration Department Request for Qualifications for Homeland Security Consulting Services - RFQ No. RQPM0700079:

Selection Committee

Albert Saffile, DPM (Non-Voting Chairperson)
Wendi Norris, GSA
Don Fleming, ETSD
Esther Calas, PWD
Lorna Martin Spencer, DBD
Robert Parker, MDPD (Alternate)
Herminio Lorenzo, MDRF (Alternate)

Technical Advisors (Non-Voting)

Jerry Hall, GSA
Daniel Payne, GSA
Leland Salomon, GSA
Bob Palestrant, OEM/Homeland Security

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the DPM and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Code of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Marsha E. Jackman, Director, DBD

Selection Committee

Albert Safille, DPM (Non-Voting Chairperson)
Wendi Norris, GSA
Don Fleming, ETSD
Esther Calas, PWD
Lorna Martin Spencer, DBD
Robert Parker, MDPD (Alternate)
Herminio Lorenzo, MDFR (Alternate)

Technical Advisors (Non-Voting)

Jerry Hall, GSA
Daniel Payne, GSA
Leland Salomon, GSA
Bob Palestrant, OEM/Homeland Security

**EVALUATION/SELECTION COMMITTEE
GENERAL SERVICES ADMINISTRATION
REQUEST FOR QUALIFICATIONS FOR
HOMELAND SECURITY CONSULTING SERVICES**

RFQ NO. RQPM0700079

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Albert Safille Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-3507
Wendi Norris Director	GSA	1991	White Female	Bachelor of English	N/A	(305) 375-2495
Don Fleming Chief Information Officer	ETSD	2005	White Male	Ph.D. in Physics Masters in Physics Bachelor of Science in Astronomy-Physics	N/A	(305) 596-8700
Esther Calas Director	PWD	1976	Hispanic Female	Bachelor of Science in Civil Engineering	P.E.	(305) 375-2960
Lorna Martin Spencer Manager, DBD Personnel and Procurement Services	DBD	1984	Black Female	Bachelors in Human Resource Management	N/A	(305) 375-3117
Robert Parker Director (Alternate)	MDPD	1976	Black Male	Master of Public Administration	N/A	(305) 471-1200
Herminio Lorenzo Director (Alternate)	MDFR	2004	Hispanic Male	Master of Science in Management	Licensed Commercial Pilot, Licensed Paramedic, Certified Firefighter, Florida Certified Fire Science Instructor, Florida Certified Teacher, and Certified Rescue Diver	(786) 331-5122
Technical Advisors (Non-Voting)						
Jerry Hall, Director Facilities and Development Division	GSA	1979	White Male	Master of Public Administration	Real Estate and Planning	(305) 375-3465
Daniel Payne Chief of Security	GSA	2004	Black Male	Bachelors in Management	N/A	(305) 375-1011
Leland Salomon Asset Management and Development Specialist	GSA	2001	White Male	Bachelor of Science in Business	Broker's License	(305) 375-4421
Bob Palestrant Acting Director	OEM/HS	1984	White Male	Bachelor of Public Administration Diploma in Nursing	Licensed Registered Nurse Licensed Paramedic	(305) 468-5403